

Association – An organization representing the licensed personnel, which has been elected by a majority vote of employees and certified as the employee organization pursuant to [Oregon Revised Statute \(ORS\) Chapter 243.650 et seq.](#)

~~The term "dDays" when used in this article shall, except where otherwise indicated, mean the grievant's Paid wworking daytime.~~

Article 10 Leaves of Absence

Both the District and Association recognize there are times when bargaining unit members are unable to come to work. While those instances are rare, below are leaves available to bargaining unit members. If school is cancelled the person shall not be docked the scheduled leave time unless they are on a continuous, long-term leave.

A. Paid Leaves of Absence

1. Sick Leave

Members of the bargaining unit who are absent because of personal illness, ~~or injury, or any~~ [reason allowed under ORS 653.601 and ORS 332.507](#) shall receive compensation during such absence in accordance with the provisions and reservations pertaining to sick leave allowances. Sick leave includes family illness after three (3) days and bereavement leave after two (2) days as hereinafter defined.

~~a.~~ Bargaining unit members shall be granted three (3) days leave during each school year with pay in the case of the illness of a relative.

~~b.a.~~ All sick leaves allocated under ORS 653.601 and ORS 332.507 will run concurrently.

~~e.b.~~ The District shall grant each employee at least ten (10) days sick leave at full pay for each school year, or one (1) day per month employed, whichever is greater. Sick leave shall be frontloaded at the beginning of the work year. Unused sick leave shall accumulate without limit.

~~d.c.~~ Sick leave may be taken for your own illness, injury, or health condition, including the need for medical diagnosis, care or treatment of your own illness, injury, or health condition. This includes preventative medical care such as annual exams, screenings such as mammograms, colonoscopies, etc.

d. [Every effort will be made to allow the employee to use sick leave in less than half day or full day increments. If the employee can secure coverage without the need of a sub, they can use sick time in fifteen \(15\) minute increments. When the employee's absence requires the District to obtain a substitute teacher, sick leave shall be charged in half day or full day increments.](#)

e. Sick leave may be taken to care for a covered family member's illness, injury, or health condition, including the need for medical diagnosis, care, or treatment of the family member. This includes preventative medical care such as annual exams, screenings such as mammograms, colonoscopies, etc. Covered family members include your spouse, Oregon registered same-sex domestic partner, child, child of your Oregon registered same-sex domestic partner, parent, parent-in-law, parent of your Oregon registered same-sex domestic partner, grandparent, or grandchild.

f. Public health emergency – Sick or other leave may be taken due to the closure of your business or of your child's school or care provider due to a public health emergency; decision by a public health official or health care provider that the presence of you or your covered family member in the community would jeopardize the health of others; or when a law or regulation requires us to exclude you from the workplace for health reasons.

- g. Employees are not required to disclose the details of their illness to their supervisor; but disclosure to Human Resources may be required. Supervisors will not ask for the details of an employee's need for sick leave, and Human Resources will only ask when there's a legitimate business necessity. At the District's request, sick leave in excess of five (5) consecutive workdays may require certification of the bargaining unit member's attending physician or practitioner that the illness or injury prevents the bargaining unit member from working. This only applies for FMLA/OFLA qualifying medical conditions. If the employee did not need to seek medical care, but seeks it at the District's request, the District will pay any out-of-pocket cost not covered by insurance or another benefit plan.
- h. Oregon Family Leave Act (OFLA)/Family Medical Leave Act (FMLA)
Sick leave may be taken for any reason covered by the OFLA and/or FMLA. This includes your own serious health condition (but not ~~w~~Workers' ~~c~~Compensation leave, unless you refuse a suitable offer of modified duty); a covered family member's serious health condition; parent leave (care for your newborn, recently adopted or newly placed foster child within twelve (12) months of the date of birth or placement); "sick child" leave (under 18 or adult disabled dependent child who has an illness, injury or condition that is not a serious health condition but requires home care); or bereavement leave.
- i. Domestic ~~v~~Violence, ~~h~~Harassment, ~~s~~Sexual ~~a~~Assault, ~~s~~Stalking, Oregon Military Family Leave Act
Time off will be granted, upon request using sick or other leave to address a situation in which an employee you, your their child (under 18 or adult disabled dependent), or someone for who you are an employee is a guardian is the victim of domestic violence, harassment that is criminal under Oregon state law, sexual assault, or stalking. The District will also abide by the Oregon Military Family Leave Act.
- j. Advancement on the salary schedule will be allowed if one hundred-thirty five (135) days or more are worked or taken as protected leave in the school year. Protected leave for the purposes of this section includes paid leave (bereavement, family illness, sick leave, personal leave), PMFLI, FMLA, and OFLA. Employees, who take the above referenced leaves under state and federal leave laws, shall have their insurance benefits paid by the District while on leave. Employees will still be responsible for paying out of pocket insurance contributions or other expenses not paid by the District.
- k. If both parents are bargaining unit members, the above provisions shall be available to each parent, but leaves may only be taken simultaneously with prior approval of the District.

2. Injury on Duty

When an employee is injured while performing their his/her job duties and qualifies for Worker's Compensation benefits, the employee may:

- a. Elect to receive only Worker's Compensation benefits and not use any of their accumulated sick leave; or
- b. Elect to receive Worker's Compensation benefits and use their accumulated sick leave to make up the difference between the amount of Worker's Compensation benefits received and their normal salary or hourly wage. Accumulated sick leave may be used in this manner until depleted at which time the employee will be eligible to receive only Worker's Compensation benefits, if any remain available.

Example: If an employee normally earns \$70 per day, and they receive \$50 per day in benefits, they may elect to receive \$20 per day from accumulated sick leave until accumulated sick leave is depleted or Worker's Compensation benefits terminate.

- c. If an employee believes a workplace hazard exists they will identify it as soon as possible to their direct supervisor in writing. If an employee identified a hazard, the hazard wasn't

rectified, and the employee was injured, the employee will not be required to use leave.

3. Bereavement Leave

- a. Bereavement leave is intended to be used for grieving, estate matters, funerals, and memorials. Employee must take or schedule the time within sixty (60) days of the date on which the eligible employee receives notice of death of a covered family member.
- b. Each bargaining unit member who is absent because of a death of a relative or close associate shall be permitted three (3) ~~consecutive~~ bereavement days without loss of pay or in the event of the death of a parent, spouse or child, five (5) ~~consecutive~~ bereavement days without loss of pay. Any leave taken in excess of three (3) days or five (5) days shall be charged first to family illness, sick leave, then personal leave. Bereavement leave shall not accumulate.
- c. Permission to attend local funerals may be granted if satisfactory arrangements for carrying on the bargaining unit member's work can be made by the Principal.
- d. In addition, the District shall comply with the Oregon Family Leave Act (OFLA) regarding bereavement leave and allow employees to utilize sick or other leave. These ten (10) days will be in addition to the above paid bereavement days. (ORS.659A159)
- e. The definition of "family members" under the Oregon Family Leave Act (OFLA) may be different than the definition of 'relative or close associate' under this section. The additional unpaid leave provided under OFLA will only apply for family members defined under the law.

4. Personal Leave

- a. Any regular member of the bargaining unit shall have three (3) days of paid personal leave each school year to care for matters of a personal or business nature (e.g., religious holidays, personal matters, court appearances, emergency conditions). When possible, five (5) days advanced notice for leave shall be given through the District's timekeeping system. When personal leave is needed because of emergency situations, the supervisor will be notified as soon as possible. Personal leave does not accumulate.
- b. Newly hired permanent employees will receive personal leave days on a prorated basis depending on their date of hire within the current school year. Employees hired between July 1 and November 30 will receive three (3) personal days; those employees hired December 1 but before March 15 will receive two (2) days, and those employees hired March 16 through June 30 will receive one (1) day. Each employee receiving prorated personal days during this period will be granted the entire three (3) days of personal leave for all subsequent years of hire.

5. Jury Duty and Required Court Appearances

District bargaining unit members are subject to jury duty and answering lawfully issued and served subpoenas the same as other citizens. Any bargaining unit member of the District who is required to serve on jury duty or who is subpoenaed shall receive ~~their~~^{his/her} regular salary during the time ~~they are~~^{he or she is} officially attending to such legal matters. When, in the judgment of the bargaining unit member, absence from the position may cause hardship to the students, a bargaining unit member's request for exemption may be made to the responsible court officials.

6. Sabbatical Leave

Bargaining unit members shall notify the District in writing prior to February 15 of their intent to return to the District. Sabbatical leave has the following objective: To improve the educational offerings to students of the District by making it possible for selected bargaining unit members to participate in advance study. The following shall apply to the determination and administration of sabbatical leave:

- a. A Sabbatical Board shall be appointed by the District to pass on all applications. This Board may recommend the individuals who meet the basic criteria for sabbatical leave

and present them for approval to the District Board of Education in order of seniority. (The bargaining unit member with the greatest seniority and meeting the criteria of the leave policy will be listed first. These bargaining unit members shall be listed in descending order.)

- b. The School Board may approve or deny these recommendations.
- c. A bargaining unit member with seven (7) continuous years of service in the District may, upon recommendation of the Sabbatical Leave Committee, be granted a leave of absence for approved study not to exceed one (1) year but for no less than one (1) semester unless otherwise agreed between the District and the Association. After a person has completed a sabbatical, they are not eligible for another sabbatical until ~~he/she has~~ they have completed another seven (7) continuous years of service with the District. The repayment shall be pro-rated based on the 3-1 formula for time taken for less than one (1) year (i.e., one (1) semester of sabbatical requires three (3) semesters of repayment).
- d. A bargaining unit member of the staff on sabbatical leave shall receive a salary equal to one-half the base salary to which that bargaining unit member would be entitled for the ensuing school year. Payment shall be made on the regular school calendar basis with all regular deductions required by law. The individual on sabbatical leave shall continue to earn sick leave benefits on the same basis as if they were continuing to perform service in the District. There will be no tuition reimbursement for sabbatical leave. Upon return, a position fitting the bargaining unit member's qualifications will be available.
- e. Requests for sabbatical leave shall be made before the first Monday following the first day of December of the school year previous to the school year for which the leave is requested.
- f. Prior to taking the leave, the bargaining unit member shall enter into a contract to return to active service in the District for a period of three (3) years after the expiration of such leave. A bargaining unit member who does not abide by this agreement shall repay to the District a sum bearing the same ratio to the amount of salary received while on leave of absence that the unfulfilled portion of the three (3) subsequent years bears to the full three (3) years, provided however, that the bargaining unit member shall be released from such payment if the failure to fulfill the three-year provision is due to his/her illness, disability, or death, or if the bargaining unit member be discharged by the Board of Education.
- g. The number of bargaining unit members on leave for study shall not exceed one (1) person per one-hundred (100) bargaining unit members.

B. Unpaid Leaves of Absence

1. Professional Leave

The District may grant a leave of absence for not more than one (1) year to licensed bargaining unit members for service under recognized fellowships or foundations, approved by the State Board of Education for research, teaching, or lecturing. Such leave of absence from the service of the District shall not be deemed a break in the continuity of service. The bargaining unit member shall continue to receive full fringe benefits. Bargaining unit members granted such leaves shall return to the District for at least one (1) year or shall reimburse the District for all fringe benefit costs incurred during the leave.

2. Health Leave

A bargaining unit member may be granted an extended leave of absence without pay for purposes of health, rest, and recuperation until June 30 of the current year. A medical certification will be required following the last day of leave under state and federal leave laws and must be approved by the Superintendent or the Superintendent's designee. No advancement on the salary schedule will be given for leaves taken under this category.

Upon return, a position fitting the bargaining unit member's qualifications will be available. Denial of a leave request under this paragraph is not subject to grievance.

3. Military Leave

The District will comply with all state and federal laws regarding military leave.

4. ~~Other Unpaid~~ Long Term Leave of Absence

- a. Any bargaining unit member who has completed probation may be granted, at the discretion of the District, leave of absence without pay, not exceeding one (1) school year, for personal reasons. No advancement on the salary schedule will be given for leaves taken under this category unless the bargaining unit member has worked at least one hundred-thirty five (135) days in accordance with Article 10.A.1.j. Bargaining unit members shall notify the District in writing prior to February 15 of their intent to return to the District. Upon return, a position fitting the bargaining unit member's qualifications will be available. The number of bargaining unit members on leave under this category shall not exceed one (1) person per one hundred (100) bargaining unit members. Denial of a leave request under this paragraph is not subject to grievance.
- b. As a specific condition for the grant of an unpaid leave, it is acknowledged and agreed that any leave granted is at the bargaining unit member's request; that such leaves are allowed for a fixed period and that during such period the employment is continued. Any bargaining unit member causing the District to incur any cost or expense in the allowance or extension of any such leave agrees to indemnify the District for any such cost or expense.

5. Exchange Teachers

Teacher exchanges with other Districts in the United States or with English-speaking teachers from foreign countries may be authorized. Bargaining unit members granted such exchange privileges are expected to return to the service of the District after one (1) year of exchange and serve in the District for at least two (2) years. Arrangements are to be made on an individual basis by the administration with the approval of the Board.

6. Other Unpaid Leaves

The District may allow bargaining unit members to attend job related seminars, conferences, and classes if said bargaining unit members reimburse the District for the cost of employing a substitute needed to replace them and it does not cause significant disruption to students or planned professional development. This leave is completely at the discretion of the District and is not subject to grievance. This leave will not be granted for vacation or where other leaves apply.

7. Unpaid Leaves Related to Holidays and or Vacation Periods

Bargaining unit members who utilize unpaid leaves prior to or following holidays and/or vacation periods will receive their holiday pay.

8. Dock Leave

If an employee is out of available leave, time off may be coded as dock time with Human Resources' approval. Dock time is unpaid leave less than two (2) days in duration used for unexpected absences.

~~8-9.~~ Notification of Intent to Return from Leave

Bargaining unit members shall notify the District in writing prior to February 15 of their intent to return to the District for the following school year.

The employee shall be notified in writing prior to the leave beginning of the requirement to provide notice to return. When no written notice is provided by the employee of the intention to return, the District will vacate the position.

C. Reinstatement from Leave

Any bargaining unit member on Sabbatical Leave, Sick Leave, Family Leave, Maternity Leave and Child Care Leave, Professional Leave, Exchange Teacher Leave, Personal Leave, Jury Duty, or Military Leave will be entitled to reinstatement on the same basis as if they have ~~he or she had~~ not been on leave.

D. Sick Leave Bank

Twice a year, no later than October 1 and January 30, the MEA may request that interested Bargaining Unit Members donate sick leave, in full day increments, to a bank that can be used to help Bargaining Unit Members who have experienced extraordinary medical circumstances or very serious illness.

Bargaining Unit Members may donate up to two (2) sick days per year; however, the sick leave bank shall not exceed the total number of FTE for that year. The accumulated sick leave bank days will carry over from year to year. Sick leave bank days may only be disbursed to bargaining unit members who have already used up all of their own sick and personal leave. The MEA will have sole discretion in designing other criteria for disbursing days from the sick leave bank, and decisions on disbursement are not grievable.

The Association and Bargaining Unit Members shall hold the District harmless against any and all claims, suits, orders, or judgments brought against the District as a result of the Sick Leave Bank provisions except for those determined to be caused by the District's negligence.